COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

THE PORT OF SEATTLE

AND

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL UNION #46

REPRESENTING EL01 ELECTRICIANS

JUNE 1, 2026 – MAY 31, 2029

TABLE OF CONTENTS
LOCAL 46 ELECTRICIANS
EL01 ELECTRICAL MAINTENANCE AGREEMENT

ARTICLE **PAGE**

Article 1: Purpose ---------- 3

Article 2: Non-Discrimination ---------- 3

Article 3: Union Recognition and Membership ---------- 4

Article 4: Management Rights ---------- 4

Article 5: Classifications and Rates of Pay ---------- 5

Article 6: Hours of Work ---------- 8

Article 7: Overtime ---------- 10

Article 8: Holidays ---------- 12

Article 9: Paid Time Off (PTO) and Sick Leave ---------- 13

Article 10: Leaves of Absence ---------- 17

Article 11: Benefits ---------- 19

Article 12: Medical, Dental and Life Plan ---------- 21

Article 13: Seniority - Shift Selection ---------- 21

Article 14: Miscellaneous ---------- 23

Article 15: Grievance Procedure ---------- 28

Article 16: Work Stoppages and Employer Protection ---------- 29

Article 17: Savings Clause ---------- 29

Article 18: Duration ---------- 30

Article 19: Apprenticeship ---------- 30

Article 20: Footwear ---------- 31

PORT OF SEATTLE ELECTRICAL MAINTENANCE AGREEMENT
BETWEEN THE
PORT OF SEATTLE
AND
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL UNION NO. 46

Effective June 1, 2026 through May 31, 2029

These articles constitute a maintenance agreement, the terms of which have been negotiated in good faith between the Port of Seattle and the International Brotherhood of Electrical Workers (IBEW) Local 46. This agreement shall be subject to approval by the Commissioners of the Port of Seattle.

The Port of Seattle maintenance divisions covered by this agreement provide maintenance, additions, alterations, repair, and renovation on Port owned facilities. The Port of Seattle as owner and operator of Seattle-Tacoma International Airport, and numerous Seaport properties in the geographic area between the Duwamish waterway to Shilshole Bay Marina, is responsible for continuous safe operation of a great variety of facilities with numerous complex electrical systems seldom encountered in a construction environment, which are essential to commerce, health and safety of people who travel through and reside in King County Washington. This agreement reflects the mutual intent of the parties to facilitate the performance of maintenance electrical work in a critical operations environment, which contributes to this effort.

Employees working under this agreement perform electrical maintenance work traditionally performed by Port maintenance electricians on Port owned premises, including additions, alterations, repair and renovation as directed or assigned to Port maintenance electricians by the Port in the applicable Port Job Analysis (Bock Consulting October 27, 2025) or the applicable Port Job Description. In the event the Port changes the duties of the members of this bargaining unit due to technological advancements or future automation, the Port will meet with the union to discuss training opportunities, reassignment, or other possibilities prior to changing any duties of these employees for these reasons.

ARTICLE 1: PURPOSE

The purpose of this Agreement is to promote the continued improvement of the relationship between the Port and its employees through their Union. The articles of this Agreement set forth the wages, hours, and working conditions for the bargaining unit employees.

ARTICLE 2: NON-DISCRIMINATION

The Port and the Union will not tolerate discrimination against any persons on the grounds of age, race, color, national origin/ancestry, ethnicity, religion, disability, Family Medical Leave Act, (FMLA) use, pregnancy, sex/gender, sexual orientation, whistleblower status, military affiliation, marital status, worker's compensation use, transgender status, political beliefs, or any other protected status as guaranteed by local, state, and federal laws.

The Port and the Union are committed to promoting equity, diversity and inclusion in the workplace. The Port refers to equity as the fair treatment, access, opportunities, and advancement for all people

while striving to identify and eliminate barriers that have prevented the full participation of historically oppressed communities.

ARTICLE 3: UNION RECOGNITION AND MEMBERSHIP

3.1 **Recognition** – The Port recognizes the Union as the exclusive bargaining representative of all employees whose job classifications are in the work units listed in this agreement.

3.2 **Membership Rights** – All employees working in the bargaining unit shall have the right to become a union member upon hire. When possible, the Port will strive to refer questions from employees about union membership directly to the union.

3.3 **Notice** – The Port shall advise the Union of the names and addresses of new Port employees covered by this Agreement within seven (7) calendar days following the date of employment.

3.4 **Automatic Payroll Deduction** - Upon receipt of written authorization individually signed by the employee, the Port will deduct from the pay of such employee the amount of dues and initiation fees as certified by the Union. The Port shall transmit such fees to the Union once each month on behalf of the members involved.

3.5 **Dues Deduction Cancellation** – An employee may cancel their payroll deduction of dues and fees by written notice to the Union and to the Employer. The Port will make every effort to end the automatic dues deduction effective on the first pay period but no later than the second pay period after receipt of the written cancellation notice.

3.6 **Indemnification** - The Union will indemnify and hold the Port harmless against any claims made and against any suit instituted against the Port on account of any check-off of dues and initiation fees for the Union. The Union agrees to refund to the Port any amounts paid to it in error upon presentation of proper evidence thereof.

3.7 **Hiring Procedure** – The Port of Seattle is a public employer subject to the requirements of Chapter 53.18 RCW and Chapter 41.56 RCW regarding employment relations, collective bargaining, and ability to hire personnel. In accordance with Chapter 53.18.060 the parties agree that this labor agreement does not restrict the right of the Port of Seattle in its discretion to secure its regular or steady employees from the local community, according to the Port's internal hiring procedures. All new employees hired in this manner are subject to the terms and conditions of this Agreement.

ARTICLE 4: MANAGEMENT RIGHTS

4.1 **General** - The Union recognizes the prerogatives of the Port to operate and manage its affairs in all respects in accordance with its responsibilities and powers of authority, subject to the terms and conditions of this Agreement.

4.2 **Rights Enumerated** – Unless modified by this Agreement, the Port shall have the right to determine staffing levels and work locations; determine any given employee's job classification consistent with this Agreement; recruit, examine, hire, appoint, promote, demote, train, transfer,

assign, layoff, and discipline and discharge seniority employees for just cause; direct and assign the work; develop and modify classification specifications consistent with this Agreement; allocate positions to those classifications; allocate employees to those positions; determine work shifts and work schedules; schedule and assign overtime work; establish the methods, means and processes and personnel by which work is performed; establish rules; secure its seniority and probationary employees from the local community, specify certain employees as seniority employees, subcontract work as allowed by this agreement, allow tenants and leaseholders doing business with the Port to do the work covered by this agreement on their leased premises only, and the right to take whatever actions are necessary in emergencies in order to assure the proper functioning of the work unit. Probationary employees may be terminated without just cause and without recourse to the grievance procedure regarding termination.

Due to the unique nature of the operations of the Port of Seattle, the demands for skilled electricians are highly variable in specific skills and equipment, numbers of crew and required response time. The parties have negotiated in good faith on the subject of subcontracting, with the interest of IBEW being maintaining job security and the interest of the Port of Seattle being the ability to adapt to the ever-changing maintenance requirements of the complex systems maintained by the Port of Seattle as well as public statutes and policies regarding purchasing of goods and services as a public entity. To this end the parties have recognized the difficulty of adopting specific language limiting the right of the Port of Seattle to subcontract, if the need arises, work traditionally performed by employees covered by this agreement. Although, if the Port subcontracts, then the employees working under this agreement shall not be laid off, transferred, or suffer loss of regular work hours due to subcontracting as allowed in this Agreement.

ARTICLE 5: CLASSIFICATIONS AND RATES OF PAY

5.1 **Classifications** – Electrical work under this Agreement shall be performed by the following classifications: EL01 Journey level Electrician, Apprentice, Electrical Supervisor and Electrical General Supervisor.

5.2 **Base Rates of Pay** – The following day shift rates of pay shall apply:

Effective Date	June 1, 2025
EL01 Journey level Electrician	$72.46
Electrical Supervisor (10% above EL01 Journey level Electrician)	$79.71
Temporary Assigned Electrical Supervisor (10% above EL01 Journey level Electrician)	$79.71
General Electrical Supervisor (20% above EL01 Journey level Electrician)	$86.95

Project Support Electrician (10% of Journey level)	$79.71
Apprentice	According to Puget Sound JATC

The following premium pays shall be applied to classification base rates as listed above and as they may change over the life of the agreement (exclusive of shift differential) for hours worked in these capacities.

Cable Splicer	10% above EL01 Journey level Electrician
Capital Projects Premium	10% above EL01 Journey level Electrician
FA1 and NICET II Premium	10% above EL01 Journey level Electrician
Welder	5% above EL01 Journey level Electrician
CDL	5% above EL01 Journey level Electrician
High Time	5% above EL01 Journey level Electrician

Effective June 1, 2026, the base wage of the EL01 Journey level Electrician shall be increased by four percent (4%) ($75.36).

Effective June 1, 2027, the base wage of the EL01 Journey level Electrician shall be increased by four percent (4%) ($78.37).

Effective June 1, 2028, the base wage of the EL01 Journey level Electrician shall be increased by four percent (4%) ($81.50).

5.3 **Wage Reopener**: Effective August 7, 2028, if the current day shift wage rate for EL01 Journey level Electrician rate is less than 90% of the NECA hourly wage rate for the day shift, then Article 5 RATES OF PAY (Base Rates of Pay) will be available for a 30-day wage reopener upon the request of either party.

5.4 **Shift Pay**

5.4.1 **Swing Shift** – the pay rate for an employee assigned to swing shift will be their base hourly rate of pay plus ten (10) percent. An employee who is regularly assigned to the swing shift will have all compensable time paid at the swing rate of pay.

5.4.2 **Graveyard Shift** – the rate for an employee assigned graveyard shift will be their base hourly rate of pay plus fifteen (15) percent. An employee who is regularly assigned to the graveyard shift will have all compensable time paid at the graveyard rate of pay.

5.5 **Definitions**

Division – This Agreement applies to those two divisions of the Port of Seattle known as Maritime Division and Aviation Division.

Electrical Supervisor – Whenever an employee is assigned the responsibility of the supervision of employees or the coordination of subcontractors on a project or routine work assignment, they will be paid at least the Electrical Supervisor scale. Electrical Supervisors shall perform duties with regards to: supervision, assignments, track and report on performance, safety and compliance, and other duties as assigned.

Electrician General Supervisor - Whenever an employee is assigned the responsibility of supervision of multiple crews and/or multiple shifts, where other Electrical Supervisors have been assigned to manage crews, they will be paid at least the Electrical General Supervisor scale. An Electrical General Supervisor has the responsibility of supervision/coordination of multiple Electrical Supervisors and/or multiple shifts.

Capital Projects – are defined as new construction or large remodel projects performed at the Port of Seattle, led by a capital project team or assigned by management as a capital project to the electrician group. Contractors on capital projects would be subject to pay prevailing wage and benefits as according to RCW 39.12.

When a Port journey-level Electrician performs: 1) construction-type installations on capital projects as defined above; 2) capital project plan review with comments that would directly affect specs of the electrical department; or 3) warranty work other than their normal work duties in support of a capital project, will be paid a 10% premium. In order for this premium to apply, this work shall be accompanied by a Capitol Account work order or project number to be charged to. Regular job duties are not eligible for the premium and are excluded (e.g., assigning work, scheduling capital project work, escorts, etc.).

Electrical Supervisors who are assigned full-time duty to direct, perform work, and lead a capital project crew will be paid the additional 10% premium.

High Time – When working at heights over 75 feet on lift equipment or scaffolding, Electricians shall receive a premium of 5% per hour.

EL01 Journey Level Electrician – A journey level electrician must possess a valid Washington State EL01 Electrician Certificate.

Probationary Employee – A probationary employee is an employee employed by the Port of Seattle who has not attained Seniority status. In order to attain Seniority status, a probationary employee must successfully complete a probationary period of one thousand and forty (1,040) working hours in the same position. The probationary period may be extended by management , but only with agreement of the Union. If the probationary time period is extended, the employee only has to successfully complete the remaining time left before attaining Seniority status. Probationary employees are at-will, meaning their employment can be terminated without a showing of cause. Probationary employees do not accrue seniority. A probationary employee is eligible to take leave as specified in Article 9 (Paid Time Off (PTO) and Sick Leave) and Article 10 (Leave of Absence) of this agreement.

Seniority Employee – A seniority employee is an employee employed by the Port of Seattle who has successfully completed their probationary period. Once an employee attains seniority employee status, seniority shall be retroactive to their date of hire in the classification. Seniority employees are eligible to take PTO, Sick, and other approved leave.

Project Support Electrician – A classification that may be established and discontinued at the discretion of management, assigned to a seniority level EL01 Journey Level Electrician or Electrical Supervisor, after interview and acceptance by the Port, to provide a full scope of project support services to Port engineering and project management staff. The Port may limit the duration of assignment of employees to this classification. Employees shall have the right of return to their bid position without loss of seniority. Escorting by bargaining unit employees shall not be considered assigned to performing the duties of this classification.

Notice to Union – New Employees – The Port will notify the Union within one (1) week when it hires any new employee. The notice will include the classification, division hired, basis for the hire, and expected length of employment.

Electrical Support Dispatch Process Lead Craft Designation – Port management commits to work with the Union through the Business Partnership Committee meetings to review and modify Standard Operating Guideline Craft Dispatches where necessary.

Emergency Responder Designation – The Port agrees to address Security and Response issues via a reopener or through the Business Partnership Committee.

ARTICLE 6: HOURS OF WORK

6.1 **Standard Five-Eight (5x8) Work Schedule** – The standard workweek shall be five (5) consecutive days Monday through Friday on the basis of eight (8) consecutive hours per day, with a thirty (30) minute meal period. Alternative schedules are permitted to be filled and added under the conditions stated in 6.5, 6.6 and 6.7 below. No employee shall be required to work both Saturday and Sunday.

6.2 **Standard Shift Hours**

6.2.1 **Day Shift** – An employee assigned to work on a shift beginning between the hours of 6:00 A.M. and 8:00 A.M. will be considered to be on day shift.

6.2.2 **Swing Shift** - An employee assigned to work on a shift beginning between the hours of 2:00 P.M. and 4:00 P.M. will be considered to be on swing shift.

6.2.3 **Graveyard Shift** – An employee assigned to work on a shift beginning between the hours of 9:00 P.M. and 11:00 P.M. will be considered to be on graveyard shift.

6.3 **Changes to Shift** - Changes to work schedules will require one (1) week notice to affected employees. If the employer does not meet notification requirements, the employee will be paid at the higher shift rate until the notification requirement is met.

6.4 **Changes to Workweek Schedule** – Changes to workweek schedule will require a minimum of seven (7) days' notice. If the transition to the new workweek schedule provides less than two consecutive days off, the employee shall be paid time and one-half for the first day of their new workweek and double time for the second day of their new workweek. Effective upon ratification, and for the contract term June 1, 2026, through May 31, 2029, if the transition to a new workweek schedule provides less than two consecutive days off, the employee shall be paid double time for the first and second day of their new workweek.

6.5 **Optional Four-Ten (4x10) Work Schedule at the Maritime Division** – In the Maritime Division of the Port, with the agreement of the employee, may schedule workweeks, which consist of four (4) consecutive work days of ten (10) consecutive hours each, exclusive of the meal period and not to exceed forty (40) hours per workweek. An established four-ten (4x10) work schedule will provide for three (3) days off which will be consecutive days, with at least one (1) day being a Saturday or Sunday, except when transitioning between a 4x10 and 5x8 schedule. The employee may opt out of a four-ten (4x10) schedule with two (2) weeks notice to the employer.

Management at the Maritime Division may schedule five-eight (5x8) and four-ten (4x10) work schedules with different shift start times on the same shift at its discretion. Probationary Employees may request a four-ten (4x10) schedule for approval by management but only after all other Seniority employees on their same shift have been granted a four-ten (4x10) schedule, if requested.

6.6 **Airport** – At the Airport, at the request of the employee and agreement of management, the Port may schedule a four-ten (4x10) workweek within the employee's previously bid five-eight (5x8) workweek schedule. This four-ten (4x10) schedule will consist of four (4) consecutive work days of ten (10) consecutive hours each, exclusive of the meal period and not to exceed forty (40) hours per workweek. An established four-ten (4x10) schedule will provide for three (3) consecutive days off, with at least one (1) day being a Saturday or Sunday, except when transitioning between a four-ten (4x10) and five-eight (5x8) schedule. The employee may opt out of a four-ten (4x10) schedule after six months of working the requested schedule with two weeks' notice to the employer and thereafter return to their previously bid five-eight (5x8) schedule. Employees working a regular shift that includes a weekend day will need to include their regularly scheduled weekend day in their four-ten (4x10) schedule. An employee may request a four-ten (4x10) schedule that includes both weekend days under the same conditions. Returning to a five-eight (5x8) bid schedule within less than six months may occur with mutual agreement between management and the employee. Management reserves the right to return an employee to the employees regular five-eight (5x8) bid shift as per 6.3 above.

Management at the Aviation Division may schedule five-eight (5x8) and four-ten (4x10) work schedules with different shift start times within the limits of 6.2 above, on the same shift, at its discretion.

Establishment of any four-ten (4x10) schedule shall not impact the schedules of employees who wish to stay on their five-eight (5x8) schedule that they previously bid. Employees who wish to

work a four-ten (4x10) schedule will submit their request through the chain of command to management. Every effort will be made to respond to requests timely and, when approved, facilitate timely and smooth transitions to the four-ten (4x10) shift. Probationary employee's may request a four-ten (4x10) schedule for approval by management but only after all other Seniority employees on their same shift have been granted a four-ten (4x10) schedule if requested.

6.7 Alternative Workweek Schedule

AVIATION DIVISION: Alternative workweek schedules shall be five (5) consecutive days of either of the following schedules: Tuesday through Saturday, Sunday through Thursday.

The Port agrees that beginning 1/1/14 there shall be no more than six (6) maintenance electricians on Saturday day shift, no more than six (6) on Saturday swing shift; no more than six (6) on Saturday graveyard shift. There shall be no more than six (6) maintenance electricians on Sunday day shift, no more than six (6) on Sunday swing shift, and no more than six (6) on Sunday graveyard shift.

ARTICLE 7: OVERTIME

7.1 Overtime - All work performed outside of the regularly scheduled working hours shall be considered overtime. When employees on eight (8) hour work shifts are required to work more than three (3) hours of overtime beyond their established shift, the employee shall be allowed a paid thirty (30) minute meal period prior to or during the overtime period. When employees on a ten (10) hour shift are required to work more than one (1) hour of overtime, exclusive of any unpaid meal period, the employee shall be allowed a paid thirty (30) minute meal period prior to or during the overtime period. Employees required to work continuous overtime beyond their regular work shift shall be provided paid meal periods. During work of a continuous nature, successive meal breaks must occur every five (5) hours from the end of the preceding meal period. Paid meal periods shall be scheduled by the Employer.

7.2 Scheduled overtime work – Scheduled overtime shall be defined as overtime with at least twenty-four (24) hours of advance notice to the employee before the overtime will begin, except when an employee is notified of a shift extension request prior to leaving work. Scheduled overtime work will be offered to seniority employees prior to all other employees on the same shift except in those instances where seniority employees are not readily available. Readily available is defined as the employee not being on a leave status and is present at work or at home when called at the time the overtime work is being scheduled and is in the division in which the overtime will be worked. When probationary employees are used as part of a crew involved in a specific work task, they will be allowed to work the overtime that is involved with that specific work task. Probationary employees are eligible for the overtime rotation assignments after completing their probationary period as provided in Article 5.7 (Definitions) and shall be inserted in the seniority rotation list based on their seniority date. A minimum shift for scheduled overtime shall be four (4) hours, unless the scheduled overtime is immediately before or after a regularly scheduled daily shift. When employees report for management approved scheduled

overtime and are told not to start work, the employee shall receive four (4) hours of applicable overtime pay.

7.3 **Shift Extension** – A shift extension shall be defined as one of the following:

(a) where an employee is provided at least twenty-four (24) hours of notice before an early start time or notified prior to the end of their current shift to report early for their next shift; or
(b) where an employee is notified prior to the end of their current shift to stay late on that shift.

7.4 **Overtime Rates of Pay**

7.4.1 Time and One-half Overtime (1½) Rates - During the regular five-eight (5x8) work week the first two (2) hours of scheduled overtime worked shall be at one and one half (1½) times the regular shift rate.

7.4.2 Double Time Overtime Rates – All other overtime beyond the hours specified in Section 7.4.1 and on the fifth (5th), sixth (6th), or seventh (7th) day of a 4x10 schedule or the sixth (6th) or seventh (7th) day of a 5x8 schedule shall be paid at double (2x) the shift rate. For the 4x10 shift employee, all hours worked beyond their normal shift end time shall be paid at double (2x) the employee's regular shift rate of pay.

7.5 **Unscheduled emergency overtime work** – In the event of unscheduled emergency overtime work, i.e. work management is not aware of in advance, management may offer overtime to whomever is most available. However, when possible, management will make a good faith attempt to offer this overtime to seniority employees, who are in the same division in which the overtime will be worked, prior to probationary employees.

7.6 **Overtime Authorization** – All overtime will be authorized in advance by the manager/designee in writing, except in emergencies.

7.7 **Callout** – A "callout" will be defined as overtime where less than twenty-four (24) hours of notice is provided to the employee, prior to the start of the work being requested. This applies when an employee has ended their normal shift and has left the premises, not to a Shift Extension. A minimum of four (4) hours at the employee's double time (2x) shift rate will be paid for each callout. Employees, who are still on the jobsite working during the four (4) hour call-out period, may be required to take other emergency calls, if the call occurs during the four (4) hour call-out period. Where such overtime exceeds four (4) hours, the actual hours worked will be paid at the employee's double time (2x) shift rate.

7.8 **Off-Duty Time** – The Port and the Union recommend at least eight (8) hours of off-duty time for any employee who moves to a different shift or who works overtime before or after a shift. However, at the option of the employee, the employee may take PTO, LWOP, or work their regularly scheduled daily shift after working overtime before or after their shift. Due to safety concerns, the Port may require employees to take off-duty time.

7.9 **Phone and Computer Consultation Pay** – With approval or direction from an Electrical Supervisor, to call, email, or text an employee outside of their shift to seek technical advice or

support, the employee giving the advice over the phone shall be compensated at the double (2x) time rate in one-half (.5) hour intervals per phone call. Phone consultations to employees outside their regular shift in regards to scheduling or other non-technical support shall not result in any compensation. Multiple calls within a thirty (30) minute interval shall not be compensated as separate calls.

ARTICLE 8: HOLIDAYS

8.1 **Designated Holidays** - The following eleven (11) days shall be observed and recognized as paid holidays for employees: New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Juneteenth, Fourth of July, Labor Day, Thanksgiving, the day after Thanksgiving, the day before or the day after Christmas Day and Christmas Day as observed by the Port.

Effective January 1, 2021, and each year going forward, one Floating Holiday will be added for each Employee. The Floating Holiday must be used in the same year that they are posted.

8.2 **Pay for Time Worked on Holidays** – Employees who perform work on any of the above holidays shall be paid the actual time worked at double the employee's regular shift rate.

8.3 **Other Holiday Observance Considerations** - Whenever any of the above holidays fall on an employee's normal day off, either the last scheduled workday of the employee's previous workweek or the first scheduled workday of the following week shall be observed as the holiday and paid for accordingly. In such an instance, the Port shall decide whether the last preceding workday or the first workday of the following week is to be observed.

8.4 **Holiday Pay Rate and Qualifications** - Each employee shall receive eight (8) hours or ten (10) hours (if working a 4x10 workweek) holiday pay at their hourly shift rate of pay for the holidays designated in 8.1 above, provided:

8.4.2 Employees who are absent due to an industrial injury and who receive Washington State Workers' Compensation for the date of the holiday shall be compensated with supplemental holiday pay, provided the total daily or weekly amount of benefits received does not exceed their daily or weekly base wage rate.

8.4.3 **Eligibility for Holiday Pay** - In order to be eligible for holiday pay, an employee must be on Port payroll for the thirty (30) consecutive days preceding the holiday.

8.5 **Holidays and Paid Time Off** - If a holiday falls within the PTO period of an employee, the employee shall be paid as set forth above provided the employee works the last scheduled workday prior to and the first scheduled workday following the employee's PTO period unless otherwise excused by management.

Holidays and PTO shall be administered separately and neither holiday nor PTO time shall be forfeited in the event that holidays and PTO are scheduled during the same period.

ARTICLE 9: PAID TIME OFF (PTO) AND SICK LEAVE

9.1 Paid Time Off –

(a) Accrual Rates: Paid Time Off (PTO) is earned at varying rates based upon tenure and straight-time hours paid. The number of earned PTO days shown below is based on full-time, straight-time hours paid. Part-time employees earn a proportional share of hours. Upon the Union's request only, the Port agrees to open on the issue of PTO accrual rates in the event the Port changes the rates through the Salary and Benefit Resolution.

Years of Service	Days Per Year	Accrual Rate Per Hour
0 – 3	19.6	.07538
4 – 7	24.6	.09462
8 - 11	27.1	.10423
12 – end of employment	29.6	.11385

(b) Accumulating and Taking Paid Time Off:

Employees shall be allowed and encouraged to take at least two work weeks of Paid Time Off each year. Paid Time Off may be taken up to the accrued balance, after the completion of the probationary period as provided in Article 5.7 (Definitions) and following management approval of a request made at least one week in advance.

(c) Maximum PTO Accumulation and Automatic Cash-out for Employees Hired Before 12/20/98:

Maximum accumulation for employees hired before 12/20/98 is 1,400 hours in 2005. This limit will decrease by 100 hours each successive January until January 2014, when it will decrease from 600 to 480 hours. Balances over the limit will be cashed out 100% at the employee's current hourly rate of pay during the first pay period of the payroll year. Subsequent accruals over the limit will be cashed out quarterly at the employee's current hourly rate of pay. Employees may request that the cash-out be postponed by up to two pay periods to accommodate a pre-scheduled vacation.

(d) Maximum Paid Time Off Hours Accumulation for Employees Hired On or After 12/20/98:

For employees hired on or after 12/20/98, the maximum accumulation is 480 hours. Accruals will cease when the limit is reached and will resume only when the balance is below 480 hours. Accruals over the limit are not cashed out.

(e) Voluntary Cash-out of PTO Hours While an Active Employee:

Effective **January 1, 2019** employees will be subject to the Port of Seattle PTO Cash Out Policy and Procedure.

Cash-outs shall be processed at the employee's current hourly rate of pay as recorded in the payroll system. A "Paid Time Off Cash-Out Request and Waiver" form must be submitted to Payroll by the payroll deadline.

9.2 Sick Leave

Effective June 1, 2019, employees will accrue Sick Leave at the rate of .027 hours accrued per hours compensated. Sick Leave may accumulate with no maximum limit. In the event of illness, Sick Leave up to the accrued balance may be used after employment of at least 30 days.

Sick Leave will accrue in two banks.

Bank 1) Protected Sick Leave .027 per hour worked will accrue as Washington Protected Sick Leave. Employees may utilize this leave in accordance with the minimum requirements of the Washington State Sick Leave Law, RCW 49.46.210. Employee's shall be notified on each paystub of the amount of Protected Sick Leave they are entitled to use for authorized purposes as defined by the law. There is no limit on the amount of Protected Sick Leave that may be accrued in a calendar year

Bank 2) Paid Sick Leave .027 will accrue as Paid Sick Leave per hour compensated, but not worked.

On January 1st of every calendar year Protected Sick Leave in excess of forty (40) hours will be transferred to Bank 2.

Probationary employees shall accrue Paid Sick Leave, but may not use sick leave from Bank 2 until after employment of at least 30 days.

Sick leave will be used as provided by law. For absences exceeding three (3) days, management may require verification that an employee's use of paid sick leave is for an authorized purpose.

9.3 Paid Family Leave. The Port shall comply with the requirements of the Washington Paid Family and Medical Leave Act and shall have full discretion on meeting those requirements (e.g. Voluntary Plan), which shall not be subject to the grievance procedure or to any other provision of this Agreement or to negotiation by the Union. However, the Port agrees, that for the term of this agreement, the Port shall make contributions to the chosen plan (i.e. State, Approved Voluntary) on the employee's behalf. Port Paid Family and Medical Leave (PPFML) shall be paid according to the calculations and maximums set forth under the program outlined in Port Policy. If the employee is eligible for shift differential at the time of absence, they will also be paid shift differential on the hours eligible for PPFML benefit payment for an approved leave. This applies only to shift differential and not any other differentials or additional pay the employees are eligible for at the time they are absent from work for an approved leave.

9.4 Payment for Accrued Leave at Termination

(a) Sick Leave:
Upon termination or retirement immediately following five consecutive years of active employment with the Port of Seattle, an eligible employee shall be compensated for 50% of their Sick Leave accrued balance at the employee's hourly rate of pay in effect at termination or retirement.

(b) Paid Time Off:
Upon termination, an employee who has successfully completed their probationary period as provided in Article 5.7 (Definitions) will receive one hundred percent (100%) of their accrued Paid Time Off balance at the employee's hourly rate at termination. Employees who have not been terminated for cause have the option of receiving their Paid Time Off hours:

(a) as a lump sum (all rights to insurance benefits, pension benefits and leave accruals during the period in which the PTO leave would have been used as service time are waived)
(b) as service time after their last day worked (this includes healthcare benefits, continuation of PTO and Sick Leave accruals, and service credit time)
(c) as a combination of cash and service time.

NOTE: PTO cannot be used as service time in the year following the employees last Port of Seattle workday.

An employee who terminates active employment before satisfactorily completing their probationary period as provided in Article 5.7 (Definitions) shall receive no Paid Time Off pay.

An employee who is terminated for cause shall receive a lump sum payment for 100% of their Paid Time Off accrued balance at the hourly rate of pay in effect at termination. The employee is not eligible to use Paid Time Off as service time after the last day worked unless authorization is received from Human Resources and Development Management.

Emergency hire employees at Marine Maintenance who work a minimum of thirty (30) days shall be compensated for 100% of their Paid Time Off accrued balance at the employee's hourly rate of pay at termination. Compensation shall be made in a lump sum payment.

9.5 Leave Without Pay (LWOP) – When an employee requests leave without pay in conjunction with any other leave, the requests should be combined so the employee's manager may assess the consequences of the entire period of time off being requested. Requests for LWOP may not be approved unless it will occur after all appropriate paid leave accruals are exhausted. When the absence is for personal reasons, all paid time off must be exhausted. If illness is involved, all extended illness, long-term sick leave, and paid time off leave must be exhausted.

Suspensions or unpaid time for disciplinary reasons may result in LWOP while there are payable leave balances. If LWOP is requested in conjunction with paid time off, compensation may be arranged to be paid over the entire period off at a reduced amount or schedule. This arrangement

requires advance notice and a Request for Personnel Action form to advise Accounting of the change in schedule.

9.6 General Leaves Without Pay

Approval of a leave under the conditions and limits stated in this section assumes the employee's right to reinstatement without loss of seniority in the same position and pay held before the leave. However, if a reduction in force should occur during a period of leave, the returning employee would be subject to the action which would have taken place if the employee had remained at work.

A department director within the conditions and limits indicated may authorize the following types of leave:

9.6.1 Personal Leave Without Pay:

A request for time off the job without pay for non-military or non-medical reasons will be considered a request for personal leave without pay. Approval of personal leave is not automatic. Personal Leave Without Pay is not available to employees who have not completed their probationary period as provided in Article 5.7 (Definitions). Port management considers leaves extending beyond an employee's accrued vacation as a special consideration to be granted only after careful evaluation. A request for personal leave without pay should be made only when an employee intends to return to work for the Port following such leave. Each request for personal leave will be considered on its own merits, and the factors to be considered by the department director shall include:

(a) The purpose and length of the requested leave; (b) The employee's length of service; (c) The effects of such an extended absence on the operational efficiency of the department; (d) The contribution of the employee to the organization.

A personal leave without pay in which there is mutual benefit for the Port and the employee would receive greater priority, for example, than a request for time off to travel. After such an evaluation, a manager who is willing to accept the employee upon return may authorize up to a six (6) week LWOP to a regular employee whose performance and attendance is satisfactory.

9.7 Supplemental Pay During Workers Compensation Time Loss Periods - An employee may use extended illness leave during approved workers compensation time-loss periods. Extended illness supplements will be paid in amounts sufficient to bring the total pay up to the normal bi-weekly rate. When extended illness leave is exhausted, paid time off leave may be paid in the same proportion as described for extended illness leave to bring total pay up to the normal bi-weekly rate.

9.8 Disability Case Management – To comply with the law and as provided by the Disability Case Management Procedure HR-6, the Port of Seattle will provide all employees with reasonable accommodation and return-to-work assistance as determined on a case-by-case basis. Appropriate Port of Seattle personnel will work with the employee to comply with any and all

legal requirements and insurance policies. Such legal requirements and insurance policies may include the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA), the Family Care Act (FCA), workers compensation and long term disability insurance.

ARTICLE 10: LEAVE OF ABSENCE

10.1 **General** - The Port shall comply with the Family Medical Leave Act and State Family Care Act. These benefits shall be available to domestic partners of employees as well as those persons required by these statutes. For purposes of this Article, domestic partnership shall mean a heterosexual or same sex couple as defined by Port of Seattle.

10.2 **Failure to Return to Work** - Failure to return to work from an approved Medical or Family leave of absence by the expiration date of the leave of absence may be cause for termination of employment.

10.3 **Bereavement Leave** - Any employee who suffers a death in the employee's immediate family shall be allowed three (3) days paid leave compensated at the employee's regular shift rate as a result of the employee's absence. The employee may be allowed up to two (2) days of additional paid leave in consideration of distance to the funeral or the extent of the employee's involvement with arrangements for the deceased. Immediate family shall be defined as wife, husband, daughter, son, mother, father, sister, brother, mother-in-law, father-in-law, grandparents, grandchildren, stepmother, stepfather, sister-in-law, brother-in-law, daughter-in-law, and son-in-law, aunts, uncles, domestic partner and their respective relatives listed above. New employees shall be eligible for bereavement leave after thirty (30) days of continuous employment.

10.4 **Jury Duty** – An eligible employee who serves on jury duty shall receive full regular compensation.

Employees on swing and/or graveyard shall receive jury duty pay (in lieu of working) for their shift immediately preceding the start of jury duty. If the employee's next scheduled Port of Seattle work shift starts less than 12 hours after the end of jury duty, and there is not jury duty schedule for the next day (e.g., on a weekend or at the completion of jury duty:, the employee shall receive jury duty pay (in lieu of working) for the number of hours required to provide the employee with a 12-hour break. For example, if jury duty ends at 4:00 p.m. and the employee's work shift begins at 10:00 p.m, the employee may receive jury duty pay in lieu of working from 10:00 p.m. to 4:00 a.m.

10.5 **Shared Leave** – An employee may donate any amount of paid time off or extended illness leave at a 100% rate, or hour-for-hour to another employee (or employees child, spouse, domestic partner or parent) suffering from an extraordinary or severe illness, injury, impairment, or physical or mental condition which has caused, or is likely to cause, the employee to take leave without pay or terminate their employment. Administration of the shared leave program will be determined by the Port.

10.6 **Military Leave** – With appropriate military orders, employees called for active training duty in military reserve units shall be allowed up to 21 working days per Federal fiscal year (October through September) of paid military leave as provided in and limited by RCW 38.40.060.

Employees called for active duty beyond the 21 working days will be placed on Paid Leave of Absence/Military status. This status will provide supplemental pay and a continuation of benefits to keep the employee "whole" in cases their military pay and benefits are less than what the Port provides. An example is the guidelines requested of the Port Commission for activations following September 11, 2001. In all cases, the Uniformed Services Employment and Reemployment Rights Act (USERRA) provides the minimum definition of benefits guaranteed to employees called for active duty.

10.7 **Other Leave Entitlements** – The Port shall provide other leave as may be provided by law, such as under the Washington State Pregnancy Disability Leave Act, the Washington Family Care Act, the Washington State Military Family Leave Act, and the Washington State Domestic Violence Leave Act. The Port shall comply with all legal requirements to continue health insurance benefits during eligible statutory leave.

10.8 **Subpoenaed Witness Leave** – When an eligible employee is subpoenaed as a witness under circumstances which are determined by Human Resources to constitute Port duty, the same pay and conditions listed for jury duty shall apply.

10.9 **Maintenance of Benefits** - For employees with less than five years of service with the Port, their insurance benefits will be maintained for at least the first 30 days of medical LWOP (after FMLA leave is exhausted). If the employee cannot return to work within the next 15 days, they will be responsible for paying the premiums for the benefits they wish to retain while on LWOP as of the 31st day of LWOP (after FMLA leave is exhausted).

For employees with more than five years of service with the Port immediately preceding the disability, their medical and life insurance benefits will be maintained for the first six months of medical LWOP (after FMLA leave is exhausted). The employee will have the option to pay for dental and dependent medical insurance during this time. After six months, the employee will be responsible for paying all the premiums for the benefits they wish to retain.

10.10 **Medical Leave Without Pay Covering Periods of Disability** - A disability period is the time an employee is unable to perform the duties of their position due to illness, injury or disability, as determined and certified by a licensed physician in writing to the Port. For the purposes of this procedure, the normal definition of illness includes, but is not limited to disabilities related to pregnancy or childbirth, conditions related to alcoholism, drug addiction, and psychological disorders. When time off the job without pay is requested in excess of the certified period of disability, it is handled in the same manner as any other request for personal Leave Without Pay. For example, an absence for maternity reasons is a combination of medical leave and a personal leave when a female employee is authorized time off beyond the period of disability following childbirth. This is intended to be consistent with the Washington State Maternity Regulation, WAC 162-30-020 and also with the USEEOC Employment Policies Relating to Pregnancy and Childbirth, 29 CFF 1694.10.

Under this section, medical leaves which are required to cover certified periods of disability may be granted to regular, post-probationary employees suffering from either job-related or non-job-

related disabilities for up to six months. When disability conditions continue into the fifth month since the first day of unpaid leave, the department director and Human Resources and Development Management shall make a determination concerning appropriate action. Medical leaves in excess of six months are covered under Special Leave Without Pay Considerations.

10.11 **Unpaid Leave of Absence Exceeding Maximum Time Period** - Personal unpaid leave in excess of six weeks and medical leave in excess of six months shall be granted only upon the recommendation of the employee's manager and with the approval of Human Resources and Development Management. The decision of Human Resources and Development Management shall be based upon the special circumstances of the case, such as doctor's recommendations when considering medical leave particularly in the case of job-related illness or injury, the length of approved leave shall be carefully considered in the light of the doctor's recommendations. Refer to the Disability Case Management Procedure HR-6 for more details. Employment longevity, the employee's performance record, and the mutual benefit to the Port and the employee shall receive appropriate consideration when reviewing personal leave without pay requests.

10.12 **Paid Parental Leave** – The Port shall continue to provide Paid Parental Leave to members of this bargaining unit. Eligibility, participation, and terms of the Paid Parental Leave shall be as provided to non-represented employees as outlined in Port Policy HR-5. The Port may change or modify its Paid Parental Leave policy and/or procedure. If the Port desires a change/modification, the Port agrees to provide the Union with advance notice of any change. The same benefit shall be extended to this bargaining unit as provided to other bargaining units and non-represented employees, as may be changed, at the discretion of the Port.

ARTICLE 11: BENEFITS

11.1 **Puget Sound Electrical Workers Pension Trust** - The Port shall contribute the following amounts for each hour compensated for each employee covered by this agreement, except as provided for Apprentices, to the Puget Sound Electrical Workers Pension Trust Fund, a jointly trusteed pension trust created pursuant to Section 3.02(c) of the Labor-Management Relations Act of 1947 (Taft-Hartley). (Refer to Section 8.5)

Effective 6/1/2026 the Port will contribute $7.26/hr + 4% of the EL01 Journey-level regular day shift rate (e.g. $10.27/hr).

Effective 6/1/2027 the Port will contribute $7.26/hr + 4% of the EL01 Journey-level regular day shift rate (e.g. $10.39/hr).

Effective 6/1/2028 the Port will contribute $7.26/hr + 4% of the EL01 Journey-level regular day shift rate (e.g. $10.52/hr).

11.2 **National Electrical Benefit Fund**

It is agreed that in accord with the Employees Benefit Agreement of the National Electrical Benefit Fund (NEBF), as entered into between the National Electrical Contractors Association

and the International Brotherhood of Electrical Workers on September 3, 1946, as amended, and now delineated as the Restated Employees Benefit Agreement and Trust, that unless authorized otherwise by the NEBF the Port will forward monthly three percent (3%) of gross monthly labor payroll paid to, or accrued by the Employee in this bargaining unit and a complete payroll report prescribed by the NEBF.

The payment shall be made by check or draft and shall constitute a debt due and owing to the NEBF on the last day of each calendar month, which may be recovered by suit initiated by the NEBF or its assignee. The payment and the payroll report shall be mailed to reach the office of the appropriate local collection agent not later than fifteen (15) calendar days following the end of each calendar month.

The Port hereby accepts, and agrees to be bound by, the Restated Employees Benefit Agreement and Trust. If the Port fails to remit as provided above, it will additionally be subject to having this Agreement terminated upon seventy-two (72) hours' notice in writing upon being served by the Union, provided the Port fails to show satisfactory proof the required payment has been paid to the appropriate local collection agent.

The failure of the Port to comply with the applicable provision of the Restated Employees Benefit Agreement and Trust shall also constitute a breach of the Labor Agreement.

11.3 **Annuity/401K – Puget Sound Electrical Workers Annuity/401K** - The Port shall contribute the following amounts, for each hour compensated for each employee covered by this agreement to the defined contribution plan of the Puget Sound Electrical Workers Retirement Annuity/401K Trust Fund. (Refer to Section 8.5)

Effective 6/1/2019 the Port will contribute an amount equal to 4.5% of gross pay per month

11.5 **Payment Due Date** - Payment shall be due on the fifteenth (15) of the month following the month in which the hours were worked. Each remittance shall be accompanied by a form, which will be made available for this purpose.

11.6 **Trust Terms** - The Port agrees to be bound by the terms and provisions of the Trust Agreement governing the Puget Sound Electrical Workers Pension Trust effective June 1, 1973, and all amendments or revisions hereafter adopted and further agrees as its representatives the current Employer Trustees and their lawfully appointed successors.

The failure of the Port to comply with the applicable provisions of the Trust Agreement governing the Puget Sound Electrical Workers Pension Trust shall also constitute a breach of this Labor Agreement.

11.7 **Deferred Compensation** - Full-time, eligible employees shall be eligible for participation in the Port of Seattle's Deferred Compensation Plan as revised December 8, 1981. Eligibility and participation of employees shall be subject to the terms and conditions of such plan including any plan amendments, revisions, or possible cancellation. It is further agreed that content of the plan itself, plan administration, and any determinations made under the plan shall not be subject to grievance or arbitration procedures or to any other provisions of this Agreement or to negotiation by the Union.

ARTICLE 12: MEDICAL, DENTAL, AND LIFE PLAN

The Port agrees to contribute the following amounts for each Employee performing work covered by this Agreement to the Puget Sound Electrical Workers Healthcare Trust Fund, a jointly trusteed welfare trust created pursuant to Section 3.02(c) of the Labor-Management Relations Act of 1947 (Taft-Hartley).

Effective June 1, 2026, the Employer will contribute a lump sum amount of $1745 per month.

Effective June 1, 2027, the Employer will contribute a lump sum amount of $1800 per month.

Effective June 1, 2028, the Employer will contribute a lump sum amount of $1850 per month.

Payment shall be due on the fifteenth of the month following the month in which the hours were worked. Each remittance shall be accompanied by a form, which will be made available for this purpose.

The Port agrees to be bound by the terms and provisions of the Trust Agreement governing the Puget Sound Electrical Workers Healthcare Trust Fund, effective January 1, 1976, and all amendments or revisions hereafter adopted, and further agrees to accept as its representatives the current Employer Trustees and their lawfully appointed successors. Except monthly contributions by the Port shall not exceed the negotiated amounts above.

The failure of the Port to comply with the applicable provisions of the Trust Agreement governing the Puget Sound Electrical Workers Healthcare Trust Fund shall also constitute a breach of this Labor Agreement.

ARTICLE 13: SENIORITY – SHIFT SELECTION

13.1 **Division Seniority Rights** - Seniority employees will be afforded the right to utilize their division seniority as hereinafter defined for the purposes of shift selection.

13.2 **Layoffs/Reductions in Force** – Any layoffs of seniority employees shall be done by reverse seniority within the Division. When layoffs occur, all probationary employees shall be laid off before any seniority employees within the Division. After all probationary employees have been laid off then layoffs of seniority employees if need be shall be laid off in reverse seniority order within the Division subject to possessing necessary special qualifications required in the Division, as established by the Division labor management committee.

13.3 **Recall from Layoff** – In the event of a layoff, seniority employees shall be placed on a preferential hire list for six (6) months from date of layoff. Openings in a Division shall first be filled in seniority order from the employees on the preferential hire list from that Division at the time the opening is posted, subject to possessing necessary special qualifications required in the Division. Employees accepting recall from layoff shall be allowed a minimum of two (2) weeks to transition into the Port position, or more time by mutual agreement. If no employees from the Division are on the preferential hire list at the time the opening is posted, the position shall be filled from the remaining employees on the preferential hire list in seniority order subject to the employee possessing necessary special qualifications required in the Division.

13.4 **Retention of Seniority Status** – In the event a seniority employee is hired or recalled to another division, seniority shall begin from date of hire in the new Division. In the event a seniority employee is re-hired into the same division within six (6) months after a layoff, the employee retains all previous seniority. However, that employee shall retain seniority status and will not be reverted to probationary status.

13.4.1 **Special Qualifications** – In laying off employees, recalling employees to their Division or hiring employees to another Division, special qualifications as established by the Division Business Partnership Committee may be required for a specific job assignment.

13.5 **Bid Postings** - All newly established work schedules, on-going work schedules (days of work), shifts (hours of work) and vacant positions in the Division work unit will be posted. Employees within the specific classification in the Division will have the opportunity to bid by Division seniority for the work schedule, shift or vacancy. Absent adequate interest, employees will be assigned in reverse seniority order. The employer agrees to identify all open positions by shift and work schedules prior to bidding on open positions. At the Airport all work schedule postings will be posted as five day, eight hours per day, work schedules for bidding purposes. A position that was changed from a five-eight (5X8) schedule to a four-ten (4X10) schedule will revert back to its original five-eight (5X8) schedule for future bidding purposes, if that position becomes open for bid. This section only applies to the EL01 Journey level Electrician classification. Electrical Supervisors are not allowed to bid on open Electrical Supervisor positions but can apply for and interview for open supervisor positions.

13.6 **Seniority Lists** - The Port will transmit to the Union a current listing of all Division employees in June of each contract year. Such list will indicate the name of the employee, job classification, and Division seniority date. The Port and the Union shall mutually agree on a seniority list.

13.7 **Filling Vacant Shifts on a Temporary Basis**

13.7.1 **Intent** - The Union and the Port understand that, from time to time, a Seniority Electrician Employee on a weekend shift may take temporary leave due to injury or illness, or a vacancy that may occur due to retirement or other separation of employment of a bargaining unit employee. The Union and the Port recognize their mutual interests in not disrupting the regular flow of work or disrupting an individual employee's permanent shift with a transfer. With these mutual interests in mind, the parties agree to follow the procedure below in filling temporary shift vacancies.

13.7.2 **Temporary Shift Vacancy Definition** - A temporary weekend shift vacancy occurs when: 1) a Seniority Employee, who has bid on and occupies their shift permanently, will take temporary leave from work for more than two (2) weeks due to injury, illness or FMLA reasons, not including vacation leave; and 2) when a vacancy, intended to be filled occurs, such as, but not limited to a retirement or separation of employment.

The Parties agree to fill a temporary shift vacancy using the following procedure:

13.7.3 Options to fill a temporary shift vacancy not to exceed 90-days duration.

Option 1. If there is one or more Probationary Employees on the crew, a Probationary Employee may be assigned to fill the temporary vacancy.

Option 2. If no Probationary Employee is assigned, volunteers from all Monday through Friday (M-F) shifts may be considered provided shift coverage can still be met. Volunteers from the same shift as the vacancy shall be preferred.

Option 3. If no volunteers come forward, then the least senior Seniority Employee from the Monday through Friday (M-F) schedule, on the same shift as the vacancy, may be assigned. No Seniority Employee shall be involuntarily assigned to temporarily fill a vacant weekend shift for more than ninety (90) days in a twelve-month period.

Option 4. If there are additional temporary vacancies that occur during the same twelve-month period Option 3 will involve the least senior employee who has not been involuntarily assigned to fill a temporary vacancy for more than ninety (90) days in a twelve (12) month period.

No Seniority Employee will lose their permanently bid shift, if they volunteer or are assigned to a temporary shift.

13.8 **Temporary Position Assignments** – No employee will be assigned by management as a temporary Electrician Supervisor or a temporary Electrician General Supervisor for more than six (6) months unless an extension is deemed necessary by management due to operational needs. Operational needs for purposes of this section shall be defined as the following:

- Unexpected or unpredictable situations that disrupt normal operations
- Situations that could not reasonably be anticipated or scheduled
- Coverage for an existing employee that is out on long-term leave
- Coverage for a single, specific project that is expected to last longer than six (6) months

ARTICLE 14: MISCELLANEOUS

14.1 **Election to Union Office** - An employee elected or appointed to a position in the Union that requires a part or all of their time will be given an unpaid leave of absence up to one (1) year upon written application.

14.2 **Business Partnership Committee(s)** - The Port and the Union recognize the importance of a collective bargaining and employee relations climate in the Port that encourages cooperative efforts and joint problem-solving amongst all involved parties to better serve the public, increase productivity, reduce waste, improve safety, improve morale, and recruit, train and retain quality employees. In the interest of meeting these challenges, the Port and the Union agree to establish

a joint labor-management Business Partnership Committee to continue the collaborative process during the term of the agreement.

14.2.1 The Aviation Committee will be made up of three (3) Port representatives and three (3) Union electrician representatives, plus the Union Business Representative. The Port's Labor Relations Staff will be available to assist the Committee. The Real Estate Committee shall be made up of two (2) Port representatives and two (2) Union electrician representatives, plus the Union Business Representative.

14.2.2 The Committee will not discuss pending grievances, which shall be processed in accordance with Article 19 of the Agreement.

14.2.3 The separate Committees shall meet on a bi-monthly basis, unless mutually agreed to meet on a more frequent or less frequent basis.

14.2.4 The Port and the Union commit to provide sufficient resources to the Committees so that it can adequately carry out its mission.

14.3 **Biweekly Payroll** – Pay shall be distributed on a biweekly basis consistent with the payroll procedures for non-represented employees. As a condition of employment, all employees are required to participate in the Port's direct deposit program for payroll purposes. A pay card option will be provided to members of this bargaining unit if such option is made available to other Port employees.

The Port shall not remove money from any employee's direct deposit account.

The parties agree to work together in labor/management partnership with the Port's labor relations, payroll and human resources departments to make visible to bargaining unit employees all of the Port's benefits contributions made on behalf of employees.

14.4 **Bulletin Boards** - The Port agrees to permit the Union shop stewards and business representatives to post on designated Port bulletin boards the Union's announcement of meetings, election of officers, and other Union approved material.

14.5 **Shop Stewards** - The Union shall appoint a shop steward for each division and assistant shop stewards for each shift. Shop stewards may conduct representational responsibilities including, but not limited to, attending grievance, Weingarten and Loudermill meetings during their regular scheduled shift, without a loss of regular compensation, if excused from work by the employee's manager/designee. Port management must approve use of Port facilities for Union business outside of these processes in advance and employee attendance will be on unpaid time.

14.6 **Safety** - The Port, Union and employees agree to comply with all applicable safety laws and regulations. In the event an employee discovers or identifies an unsafe condition they will immediately notify the manager/designee. No employee will be disciplined for reporting an unsafe condition. No employee will be required to use unsafe equipment or work in an unsafe environment.

14.7 **Posting of Vacant Positions** - Prior to the initiation of any open competitive process to fill a vacant bargaining unit position, the Port will provide notice of the vacancy to all employees within the bargaining unit and to the Union. Posting on the Port's Website satisfies this requirement of notice to the Union. Electrical Supervisor and Electrical General Supervisor position vacancies will be posted internally, by Division, as internal promotional opportunities for bargaining unit employees in the Division where the vacancies are to be filled. For journey level Electrician openings, current seniority bargaining unit employees from another Division, other than the Division in which the opening exists, may apply and will be provided an opportunity to be interviewed, provided the applicant documents meeting minimum qualifications in the application process.

14.8 **Journey Level Electrician Tool Requirements** – The Port shall provide all tools it requires employees to use in the performance of their duties.

14.9 **Parking** – In the event employees are not allowed to park in the parking garage or park free of charge, the Port agrees to negotiate such impact on the employees.

14.10 **Flexible Spending Account** - Employees shall be eligible for participation in the Port of Seattle's Flexible Spending account program. Eligibility and participation of employees shall be subject to the terms and conditions of such plan including any plan amendment, revision or possible cancellation. It is further agreed that content of the plan itself, plan administration and any determination made under the plan shall not be subject to the grievance or to any other Provision of this Addendum or to negotiation by the Union.

14.11 **Employee File** – In regard to an employee's file and disciplinary history, written warnings and other evidence of discipline shall be expunged from the file after twenty-four (24) months, unless there is a repetition of the offense within that period. In the case of repetition, the twenty-four (24) month period begins anew.

14.12 **Notice of New Policies and Policy Changes** – The Port shall promptly notify the Union and unit members of all new policies and changes to existing policies that affect bargaining unit members.

14.13 **Employee Learning and Development** – The Union and the Port will work together to identify, prioritize and deliver job related training to all staff within Division budget constraints through labor/management and workplace forums and other forums as the parties may establish to convene at mutually agreeable locations.

Employees may submit requests to their manager for educational assistance for professional development, which may include requests for tuition reimbursement, by August 1, in advance of the annual budget process, for consideration of approval. It is up to the employee to request assistance, and approval will be made at the discretion of the Port.

To provide career development opportunities to bargaining unit employees, the Union and management will continue to support employee participation in the Port's internship programs.

Successful applicants to internship programs shall remain members of the bargaining unit and retain all rights and benefits under the collective bargaining agreement, except that temporary schedule adjustments and/or alternate work schedules to accommodate internship activities shall be allowed as agreed between the participating departments and the intern.

Beginning January 1, 2018, the Employer shall contribute twenty cents ($.20) to the IBEW Local 46/Port of Seattle Electrician Training Fund. The Port and the Union will work together to identify the technical training classes necessary and oversee the implementation of each class. The parties will conduct a yearly review of the success of the training classes and the status of the Fund.

Telework Program - Any telework schedule will be reviewed and discussed on a weekly basis to determine the upcoming week's work schedule expectation. Seniority employees requesting to telework need to review and agree to telework requirements and complete the Port's telework agreement. Employees may submit a training plan to complete Port issued trainings (i.e. on LMS or other learning management systems). The manager will review submitted training plans and assess for approval. If work or a project requires on-site support work, employee may be asked to reschedule training. On telework days employees will remain available (i.e. voice, text, email) during their regular shift while teleworking.

14.13.1 Beginning January 1, 2020, the Parties agree to discontinue the twenty cents ($.20) per hour Employer contribution into the IBEW 46/Port of Seattle Electrician Training Fund. The Parties agree to instruct the Trustees of the Port of Seattle Electrician Training Fund to terminate the Trust Fund no later than May 31, 2022. The Trustees are instructed to use the remaining money in the Fund prior to termination for Port of Seattle Electrician training classes and other expenses necessary to terminate the Fund.

14.13.2 Beginning January 1, 2020, the Employer agrees to allocate ten cents ($.10) of the discontinued Training Fund to the Puget Sound Electrical Workers Pension hourly contribution, in addition to any other money negotiated as part of this agreement.

14.13.3 Beginning January 1, 2020 the Employer agrees to contribute ten cents ($.10) per hour into the Greater Puget Sound Electrical Worker Training Fund (GPSEW). The money will be earmarked by GPSEW and expended for Port of Seattle electrician training classes only. The parties agree to request GPSEW to teach the specific classes to Port of Seattle Electricians each year.

The Port will schedule at least two class series per year for Port electricians to be taught by GPSEW, preferably in the months of March and October. The classes will be offered to all shifts and to all Port electricians.

The Business Partnership Committee will review the list of classes to be offered and will help schedule the classes and time with Port Managers and the General Electrical Supervisor. The classes shall be chosen from the following list:

NFPE 70	Transformer Installation

First Aid	Hazardous Locations
RCW/WAC Update	Electrical Safety in Confined Spaces
NEC Code Update	AC Theory

Other Classes approved by the Business Partnership Committee

14.14 **Regional Catastrophic Events** – In the event of a "regional catastrophic event" as declared by the state or federal government, contract compliance issues shall be held in abeyance until such time as the situation is declassified as such by state and/or federal government. Examples: Nisqually Earthquake/Hurricane Katrina/Sandy, or tsunamis.

14.15 **License Reimbursement** – The Port will reimburse regular employees for EL01, FA1, NICET I, and NICET II license and license/certificate renewals if required by the Port.

14.16 **The One Regional Card for All ("ORCA Card") Program** - The Port offers ORCA cards to eligible employees at a substantially reduced cost for transportation on multiple regional transit systems. Employees who participate in the ORCA card program may also be eligible for additional subsidized transportation services. The availability of the ORCA program, annual cost, potential tax consequences for employees, and other provisions are subject to change based on guidelines provided by agencies with whom the Port contracts for the ORCA program benefits, IRS requirements, as well at the Port's discretion.

Ferry Reimbursement - Employees who use the Washington State Ferry System for all or part of their work commute are eligible for reimbursement of ferry commuting costs up to a monthly maximum. This monthly maximum reimbursement amount is determined by the Port. Amounts and procedures can be found on the Total Rewards Compass Page and may be subject to tax.

The Port shall have full and exclusive discretion to administer, change, amend, modify and/or discontinue either and/or both the ORCA program and the Ferry Reimbursement benefit. The same benefit shall be extended to this bargaining unit as provided to non-represented employees.

The Port agrees to provide advance notice to the Union of any changes to the commuter benefits covered in this article.

14.17 **Telematics**

1. Telematics is primarily intended to provide the Port of Seattle with the tools necessary to achieve the following objectives:
   - Reductions in carbon emissions
   - Reductions in fuel costs
   - Reductions in maintenance events
   - Streamlining maintenance
   - Strategic vehicle/asset dispatching
   - Improved customer service
   - Improvements in both vehicle maintenance compliance and safety

   The Port will not randomly or routinely review in real time the telematics data solely for disciplinary purposes, or as part of targeted surveillance for "fishing."

2. Telematics data relative to an investigation/complaint involving an employee shall be made available to the Union upon request in accordance with the terms and conditions of the Collective Bargaining Agreement (CBA) and/or all relevant laws and/or statutes.
3. Any information gleaned from telematics used to support the Port's position relative to a disciplinary action and/or actions shall only be used in accordance with the CBA.

14.18 **Aviation Surface Area Management System (SAMS)** – the SAMS technology which uses GPS technology to provide real-time location, movement, and maintenance data and information derived from that in each vehicle that moves on the airfield in an effort to support the safe and efficient movement of all stakeholders that operate there. The SAMS technology is intended to provide, and make visible, critical data about each vehicle, in real-time, to assist the Port in managing the movement of the many vehicles, including aircraft, that operate within the perimeters of the airfield. The SAMS system will be limited to vehicles operating on the Seatac Aircraft Movement Area (AMA) only.

The Port's management of the SAMS technology is not intended to supersede the provisions of the CBA. Further, the intended purpose of the SAMS is not for general surveillance of employees or discipline.

The Port does not intend to randomly or routinely review SAMS technology information solely for disciplinary purposes but to reference it as supportive or corroborative information for use in case of incidents on the AMA.

ARTICLE 15: GRIEVANCE PROCEDURE

It is the Port and the Union's goal that all employer/employee disputes be addressed as quickly as possible. With this goal in mind, the parties agree to attempt to settle employer/employee disputes prior to filing an official written grievance.

Disputes between employees and management arising during the term of this Agreement and not resolved prior to filing an official written grievance shall be referred to a Business Representative of the Union and to the Port within the timelines established below. A grievance not brought within the time limit prescribed in Step 1, shall not be considered timely and shall be void. The time limits may be waived at each step by mutual agreement, in writing, by the Union and the appropriate management representative.

Step 1: The Union's Business Representative shall present the grievance in writing to the Employer's representative. The written grievance shall contain a statement of the relevant facts, the specific section(s) of the Agreement allegedly violated, or other issues in dispute and the remedy sought. Any complaint, dispute or grievance not filed in writing by the complaining party within twenty (20) calendar days from the date either party knew or reasonably should have known of the alleged violation shall be waived. The Union Business Representative and the Employer Representative shall meet to resolve the grievance within five (5) working days from date of filing. The Employer shall provide a written response to the Union within fourteen (14) calendar days after the Step 1 meeting.

Step 2: If a settlement is not reached in the manner above described, the Union may refer the grievance to Step 2 by notification to the Port within fifteen (15) calendar days of receipt of the Port's written response to the Step 1 grievance. If the grievance is moved to Step 2, the dispute shall be referred to a Joint Conference Committee that shall be set up under this Agreement and shall consist of two (2) representatives of management and two (2) representatives of the Union. This committee shall select its own chairman and secretary from within the committee, one from the Union and the other from Management and shall meet at such times and places as it may decide. It must meet within five (5) working days after a dispute is referred to it for resolution. However by mutual consent, the parties may extend the meeting deadline. If the grievance is not resolved by the Step 2 Committee, the Employer shall provide a written response to the Union within fourteen (14) calendar days after the Step 2 meeting.

Step 3: In the event the grievance is not resolved in Step 2, and the Union desires to pursue the matter further, it may refer the grievance to arbitration by notification to the Port within fifteen (15) calendar days of receipt of the Port's written response to the Step 2 grievance. Representatives of the Labor-Management Committee, one from each side, shall meet within five (5) working days and select an arbitrator by alternately striking from a list of five (5) names supplied by the Federal Mediation and Conciliation Service. The arbitrator shall not have the right to add to or subtract from any terms of this Agreement and all decisions must be within the scope and terms of this Collective Bargaining Agreement. The Labor-Management Representatives shall meet with the arbitrator and present their cases. They shall have the right to override the arbitrator during this meeting. In the event they cannot reach a decision, the decision of the arbitrator shall be final and binding.

Each party will bear its own costs of presenting grievances under this agreement, including attorney's fees. The Arbitrator's fee shall be shared equally by the Union and the Employer.

ARTICLE 16: WORK STOPPAGES AND EMPLOYER PROTECTION

16.1 **Work Stoppages** - There shall be no stoppage of work either by strike or lockout because of any proposed changes in this Agreement or dispute over matters relating to this Agreement. All such matters shall be handled using the grievance/arbitration procedure in this Agreement.

16.2 **Discipline** - Any employee participating in such work stoppage or in other ways committing an act prohibited in this Article may be subject to disciplinary action up to and including discharge, suspension, or other disciplinary action as may be deemed applicable to such employee.

ARTICLE 17: SAVINGS CLAUSE

Should any part hereof or any provisions herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, such invalidation of such part or portions of this Agreement will not invalidate the remaining portions hereof; provided however, upon such invalidation the parties will meet and negotiate such parts or provisions affected. The remaining parts or provisions will remain in full force and effect.

ARTICLE 18: DURATION

18.1 **Duration** – This Agreement will become effective upon full and final approval by the Union and the Port of Seattle Commission and will cover the period from June 1, 2026, through May 31, 2029.

18.2 **Modification and Re-opener Clause** – Contract negotiations for the succeeding contract may be initiated by either party by providing to the other written notice of its intention to do so at least sixty (60) days prior to the expiration date.

ARTICLE 19: APPRENTICESHIP

19.1 The Parties to this Agreement shall be bound by the Puget Sound Joint Apprenticeship and Training Trust Fund Agreement, which shall conform to Section 3.02 of the Labor-Relations Act of 1947 as amended, ERISA and other applicable regulations.

19.2 The Employer and the Union have agreed to utilize the Joint Apprenticeship Training Council (JATC) for maintenance apprenticeship training. When apprentices are utilized, the Employer, the Union and Apprenticeship agree to be bound by all the rules and regulations of the JATC Program. The ratio of apprentices to Journey Level Electrician shall be consistent with the JATC standards.

19.3 Although an Apprentice is required to work under the supervision of a Journey Level Electrician at all times, the Journey Level Electrician is not required to constantly work with the Apprentice, but is to lay out all work required and is permitted to leave the work without being accompanied by the Apprentice who is assigned to work under their supervision. The Journey Level Electrician has overall supervision of the Apprentice and will give direction, on-the-job training, and supervise work in progress.

19.4 **Apprenticeship and Training Funds Contributions** - The Employer shall contribute twenty cents ($.20) per hour worked by all Journey Level Electricians and registered Apprentices to the Puget Sound Electrical Joint Apprenticeship Training Trust Fund. Beginning January 1, 2018, the Employer shall contribute twenty cents ($.20) to the IBEW Local 46/Port of Seattle Electrician Training Fund.

The Apprenticeship contribution shall be due to the Trust Fund by the 15th day of the month following the month in which the hours were worked.

Beginning January 1, 2020, the Employer agrees to contribute ten cents ($.10) per hour into the Greater Puget Sound Electrical Worker Training Fund (GPSEW). The money will be earmarked by GPSEW and expended for Port of Seattle electrician training classes only. The Training contribution shall be due to the GPSEW Training Fund by the 15th day of the month following the month in which the hours were worked.

19.5 Apprentices shall be rotated from the Port to another employer after two years of service.

ARTICLE 20: FOOTWEAR

The Port shall pay a stipend to post-probationary employees on June 1 of each contract year for the purchase or repair of footwear meeting the minimum standard of ASTM F2413-05 as follows:

June 1, 2026 - $200
June 1, 2027 - $200
June 1, 2028 - $200

Kee R Boon, Acting E.D.
Stephen P. Metruck, Port of Seattle
Executive Director

Date: 11.12.2026

Mark Davis, IBEW Local 46
Business Manager and Financial Secretary

Date: 11/2/26

MEMORANDUM OF UNDERSTANDING
BETWEEN IBEW LOCAL 46 AND PORT OF SEATTLE
AV/M OVERTIME DISTRIBUTION PROCESS FOR ALL SHIFTS

The Port will endeavor to equalize overtime in the AV/M Electric Shop. The AV/M Electric Shop will keep a list of the amount of overtime hours for individuals within each shift. The "Maximo Overtime Hours Report" will be used weekly to update the Overtime List and will be posted by an Electrician General Supervisor /Supervisor and with Shop Stewards' awareness.

Overtime will be offered first to the person with the least amount of overtime hours within the affected Shift. If that person declines, then the person with the next least amount of overtime hours within the affected shift will be offered the overtime. This will continue until someone on the affected shift accepts the overtime. **If no one within that shift is available for the overtime**, the opportunity will be made available to the person with the least amount of overtime within the Electric Shop, regardless of what shift that person works.

The following procedure shall be used:

- Calls shall be sequenced based on the individual's position within the overtime list.
- Calls shall proceed from the individual with the lowest amount of overtime hours awarded to the highest until the shift(s) are filled.
- Individuals being called to fill a shift will receive one telephone call, to a designated telephone number. It is the individual's responsibility to designate the telephone number for such calls, and ensure the correct number is on the telephone call list.
- As overtime is accepted, the employee's hour bank will be updated to reflect the overtime that employee worked. In the case that the employee is unable to work the overtime they accepted, that time will be deducted the following Tuesday.
- After an individual works OT, their name shall be placed below others with equal OT hours on the Overtime List, excluding the Reset.

All overtime will be offered off the list first. If Leadership (Manager, Electrician General Supervisor, and/or Electrical Supervisor) deems the OT requires a special skill, a person with special skills will be offered OT **in addition** to the person off the list. **Examples of special skills** are welding, cable splicing, or extensive experience with a specific system or piece of equipment.

The overtime list will be reset every Feb. 1st. The order of the list will not change with the reset of hours. The list will reflect that everyone will have zero (0) overtime hours.

When a Probationary Employee becomes a Seniority Employee and has been assigned to a permanent shift, an Electrician General Supervisor/Electrical Supervisor will average the number of hours on their shift and assign them to the new Seniority Employee (total hours of that shift's overtime hours worked divided by number of employees on shift).

When a Seniority Employee changes a shift permanently, their overtime hours will follow them. If the employee is on a shift temporarily (more than 2 weeks) they will use this process. When a Seniority Employee moves to the temporary shift, their hours will follow them. When they move back to their permanent shift, their hour bank will follow.

The Electrician General Supervisor / Electrical Supervisor assigning the overtime will keep a running list of hours for each individual accepting the overtime, which the Shop Stewards may review. The list will be updated on **Wednesday** before the OT is assigned. These hours will count towards the overall hours in the overtime distribution and tracked/updated on the current overtime sheet.

Disputes regarding the application and results of this procedure shall be referred to the Business Partnership Committee for resolution. The BP Committee can resolve disputes regarding this MOU at more frequent intervals than waiting for their regularly scheduled BP meetings.

Refinements and modifications may be made by mutual agreement between the parties (i.e. Labor Relations, shop stewards, and Union Reps.) during the term of this Agreement.

For the Port

Kaa R Gaan, Acting E.D.

Stephen P. Metruck, Port of Seattle

Executive Director

Date: 11.12.2026

For the Union

Mark Davis, IBEW Local 46

Business Manager/Financial Sec.

Date: 11/2/26